



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 31, 2010

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#23 AUGUST 31, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**SUPPLEMENTAL WEATHER FORECASTING SERVICES
AMEND CONSULTANT SERVICES AGREEMENT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to extend and supplement an existing consultant services agreement to provide additional weather forecasting services to assist the Department of Public Works' flood control and water conservation efforts for the upcoming 2010-11 storm season due to the recent wildfires.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

Award and delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or her designee to supplement a consultant services agreement with North American Weather Consultants, Inc., for weather forecasting services for the 2010-11 storm season for an additional not-to-exceed fee of \$8,500 in the final option year of the original agreement. The supplemental agreement includes the option to extend the services for two additional one-year terms for \$48,500 each year and increases the contract's aggregate not-to-exceed fee by \$105,500.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to supplement the existing North American Weather Consultants, Inc., agreement to provide additional weather forecasts tailored to the Department of Public Works' (Public Works) added operational needs due to the recent wildfires. Additional forecasts are needed to provide greater lead time to mobilize emergency personnel. The

recommended action also saves money by adding two optional one-year terms to the contract. North American Weather Consultants, Inc., has agreed to maintain basic forecasting services at the price called out in the original contract dated September 30, 2008. Public Works will realize cost savings and increased efficiencies, without interrupting critical services, by eliminating the cost of conducting a resolicitation. Meteorologists already familiar with the County's unique mudflow prediction needs will maximize Public Works' efficiency in making flood control, water conservation, and emergency mudflow operational decisions.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Organizational Effectiveness (Goal 1) by allowing efficient and effective use of consultants and Public Safety (Goal 5) by providing weather forecast information used to direct stormwater capture activities and ensure the safe operation of flood control facilities.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. This supplement increases the contract's not-to-exceed aggregate amount by \$8,500 for the final optional year of the original agreement. This supplement also extends the contract for two additional optional one-year terms at a not-to-exceed annual aggregate of \$48,500 for each of the two additional option years. The total cost of this supplemental agreement is an aggregate not-to-exceed fee of \$105,500. The total aggregate not-to-exceed fee for the contract will be increased from \$120,000 for the potential three-year contract to the not-to-exceed fee of \$225,500 and a potential maximum contract term of five years.

Financing for the first \$8,500 of this supplement is included in the Fiscal Year 2010-11 Flood Control District Budget. Funding to finance the additional option years will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The project specifications contain provisions requiring the contractor to comply with the terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs, Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

The project specifications contain provisions requiring the contractor to report solicitations of improper consideration by County employees and allowing the County to terminate the contract if it is found that the contractor offered or gave improper consideration to County employees.

A standard consultant services supplemental agreement, previously approved as to form by County

Counsel, will be used. The supplemental agreement incorporates all terms of the original agreement, including the standard Board-directed clauses that provide for contract termination, renegotiation, and hiring qualified displaced County employees. Public Works is requesting your Board delegate authority to the Chief Engineer or her designee, on behalf of the Los Angeles County Flood Control District, to execute the supplemental agreement and to exercise her discretion to renew the contract for the option years.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378 (b) of the California Environmental Quality Act (CEQA) Guidelines, approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of CEQA. The proposed action is an administrative activity of government which will not result in direct or indirect physical changes to the environment.

CONTRACTING PROCESS

On September 9, 2008, your Board approved Contract No. PW13204 with North American Weather Consultants, Inc., to provide professional part-time weather forecasting services to Public Works. The contract was for an initial one-year period with two additional one-year renewal options beginning September 30, 2009.

This amendment to the contract will increase weather forecasting services during periods of expected rainfall due to the need for increased monitoring as a result of the recent wildfires. In addition, the amendment will augment the contract's duration, adding two additional option years.

Prior to the Chief Engineer or her designee executing the supplement, which will be substantially similar to the enclosed agreement, the contractor will sign and County Counsel will approve as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended services.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Water Resources Division.

The Honorable Board of Supervisors
8/31/2010
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Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER
Director

GF:MP:vr

Enclosures

c: Chief Executive Office
County Counsel
Executive Office
Department of Public Social Services
(GAIN/GROW Program)

SUPPLEMENTAL AGREEMENT NO. 1
CONTRACT NO. PW13204
WEATHER FORECASTING SERVICES
NORTH AMERICAN WEATHER CONSULTANTS, INC.

IT IS MUTUALLY AGREED by and between the parties hereto that Contract No. PW13204 (Contract) is hereby amended by the changes, additions, or deletions set forth herein:

1. Contractor's Warranty of Compliance with COUNTY'S Defaulted Property Tax Reduction Program

Contractor acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

2. The Contract is amended to add the additional scope of services set forth in Attachment B.1 dated July 6, 2010, from the Director of Public Works, which is hereby referred to and made a part hereof.

All provisions of the Contract shall remain in full force and effect except as modified herein. The COUNTY shall pay to the consultant the added amount of \$8,500 for Pre-Storm Daily Forecasts commencing on September 30, 2010, for the 2010-11 storm season as set forth in Attachment B.1. In addition, the parties agree that the Contract may be extended for two additional option years, commencing on September 30, 2011, at an annual Contract maximum not-to-exceed fee of \$48,500. The total Contract maximum not-to-exceed fee is revised from \$120,000 to \$225,500 if the COUNTY exercises all Contract option years.

Commencing on September 30, 2010, the Contract's Scope of Services (Attachment A) shall include the additional services as outlined in Attachment B.1 hereto dated July 6, 2010.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors caused these presents to be subscribed by the Director of Public Works, and the consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers this _____ day of _____, 2010.

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT,
a body corporate and politic

By _____
Chief Engineer

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____

CONSULTANT

By _____
President

By _____
Secretary

WS:vr

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ATTACHMENT A

**WEATHER FORECASTING SERVICES
CONSULTANT SERVICES AGREEMENT**

The services to be rendered by the Consultant shall be as described in the County's Request for proposal dated April 29, 2008, and the Consultant's proposal dated May 20, 2008, except to the extent they are inconsistent with this Attachment and the terms of this AGREEMENT. Services to be rendered by the Consultant shall also consist of all such services as are customarily rendered when providing professional services of this nature. The services shall be performed in accordance with the following:

SCOPE OF SERVICES

Seasonal Outlook

Upon Notice to Proceed, North American Weather Consultants, Inc., will prepare and deliver a six-month narrative forecast containing the best estimate of precipitation conditions throughout the Los Angeles County drainage area that will cover October 15, 2008 through April 15, 2009. Thereafter, on the first day of the month, every two months, between October 15, 2008 and April 15, 2009, North American Weather Consultants, Inc., will provide a Seasonal Outlook (Refer to Attachment B, Item 2).

Monthly Outlook

As indicated on Attachment B, Item 3, North American Weather Consultants, Inc., shall provide 30-Day-Outlooks every Monday on or before 3:00 p.m. between October 15, 2008 and April 15, 2009. During the month of October, a monthly outlook shall be provided as soon as the contractual process is complete. Each monthly outlook shall provide "estimated daily sums in inches for each day precipitation is forecast that month. The outlook will indicate how much of the seasonal rainfall as a percentage will fall that month, and include actual seasonal normal totals as a percentage". North American Weather Consultants, Inc., will provide this information to the County using the best long range forecasting techniques available.

Weekly Forecasts

As indicated on Attachment B, Item 4, North American Weather Consultants, Inc. will issue an 8-day forecast to the County each Monday by 7:00 a.m. from October 15, 2008 through April 15, 2009. These forecasts will contain the following:

- 8-day forecast synopsis including meteorological images
- Temperatures and wind forecasts/advisories
- 8-day forecast discussion
- Quantitative Precipitation Forecast (QPF) throughout the 8-day period.
- Regional daily precipitation total (if any)
- Qualitative description of the reliability of the QPF forecast

When rain is predicted during the 8-day period, North American Weather Consultants, Inc., shall initiate a phone call to the Department's Operations Director before 07:30 a.m.

Daily Forecast

As indicated on Attachment B, Item 5, a daily quantitative precipitation forecast (QPF) will be issued from October 15, 2008 through April 15, 2009, by 7:00 a.m. when rainfall is expected to equal or exceed 0.2 inch per 24-hour period. The QPF shall be received 12-24 hours in advance of expected rainfall. The QPF will continue on a daily basis through the storm period. These forecasts will contain the following:

- Synopsis/Briefing including meteorological images
- Wind advisory
- Forecast discussion
- 48-Hour temperature forecast
- QPF Discussion
- Anticipated rainfall amounts in three hour increments, including a forecast total
- Maximum precipitation rates
- Snowfall levels in thousands of feet
- Qualitative description of the reliability of the QPF forecast

As Needed Intensive Storm Forecasts

As indicated on Attachment B, Item 6, additional forecasts will be needed during intensive and climatologically dynamic events. An updated forecast shall be issued when rainfall during any given day is expected to equal or exceed 0.25 inches per 4-hour period. It should be received at least 2-hours in advance of expected rainfall. These updated forecasts will contain the following:

- Updated QPF Briefing
- Updated anticipated rainfall amounts in three hour increments, including a total
- Updated maximum precipitation rates

Verbal Briefing Updates

As indicated on Attachment B, Item 7, a meteorologist shall be available for verbal briefings whenever there is an active forecast in which the precipitation rate is expected to equal or exceed 0.5 inch per 4-hour period. The verbal briefing may either be face-to-face or by any audio means including but not limited to telephone or radio. This briefing shall communicate all information contained in the written forecast.

Delivery of Forecasts

All written forecasts are to be delivered via email with Weekly Forecasts being transmitted via File Transfer Protocol (FTP) to a Public Works server. Written forecasts delivered by email shall be compatible for viewing with Blackberry® mobile device model nos. 7250, 7130, 8130, 8830, and 8703E. If any device, network, or facility is unavailable for any reason either by the consultant or Public Works, it is the consultant's responsibility to deliver the written forecast by any means necessary including but not limited to fax, website, or hand delivery. If climatological events warrant, it is the responsibility of the Consultant to alert Public Works' Storm Operations Director of approaching conditions.

Work Plan

North American Weather Consultants, Inc., will supervise all aspects of this program. North American Weather Consultants, Inc., will routinely review the forecasts issued by the Meteorologist-In-Charge (MIC) and will verify their content in regards to the requirements provided by the County. North American Weather Consultants, Inc., will also provide additional meteorologists during long duration storm episodes.

Schedule For Services

The Consultant will be given a Notice to Proceed by the County prior to the start of services.

Deliverable

Refer to Attachment B for seasonal, monthly, weekly, daily and as-needed deliverables.

Compensation

The Department has chosen weather forecasting services for the 6-month storm season as indicated in Attachment B. The cost for the 6-month service is shown in Attachment B. The total maximum cost for the services per year shall not exceed \$40,000. The total cost for the services described shall not exceed \$120,000 with two one-year renewal options. At the end of each month the Consultant shall submit an invoice for review and approval for an amount of expenditures for that month.

Additional work shall not be performed without written authorization from the County. In the event that additional services are needed, the type and duration shall be determined by the County and the Consultant notified in writing. The cost of any additional work authorized by the County shall be based on prices shown on Attachment B.

(C:\Documents and Settings\ipena\Desktop\Weather Forecasting Services\Agreement Attachment.doc)

WEATHER FORECAST ITEMS AND COSTS FOR LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
 North American Weather Consultants, Inc.
 WEATHER FORECASTING COSTS: 2008-09 STORM SEASON

ITEM	SERVICE	UNIT	QUANTITY	PRICE	COST	DESCRIPTION
1	Annual Forecast (per month)	EA	1	3,000.00	3,000.00	Supervision, management, administration, miscellaneous expenses
2	Seasonal Forecasts	EA	4	352.25	1,409.00	(1) Prior to October 15, 2008, 12/1/08, 2/1/08, 4/1/08
3	Monthly Forecasts	EA	7	201.29	1,409.00	10/15/08, 11/1/08, 12/1/08, 1/1/09, 2/1/09, 3/1/09, 4/1/09
4	Weekly Forecasts	EA	27	231.85	6,260.00	(1) October 15, 2008, then every Monday till April 15, 2009
5	Daily Forecast (per month)	LS	6	1,388.33	8,330.00	Forecast to be issued when rainfall is expected to exceed 0.20-inches per 24-hour period. To be received 12-24 hours in advance of expected rainfall.
6	Assisted Interpretive Storm Monitoring (per month)	LS	6	1,737.07	10,423.00	Forecast to be issued when rainfall is expected to exceed 0.25-inches per 4-hour period. To be received 2-hours in advance of expected rainfall.
7	Verbal Briefing (per hour)	LS	6	579.17	3,475.00	The consultant shall be available for oral briefings when precipitation is expected to be equal or greater than 0.5-inches per 4-hour period.
Total Cost					34,306.00	

NOTES:

- 1) All billing shall be done monthly. Periods from October 15-30, 2008 and April 1-15, 2009 shall be prorated accordingly.
- 2) Item No. 1 shall be billed entirely within the first invoice.

AGREEMENT PW13204

SUPPLEMENTAL No. 1 -Additional Scope of Services

ATTACHMENT B.1

July 6, 2010

The consultant shall provide Pre-Storm Daily Forecasts as provided herein necessary for the County of Los Angeles Department of Public Works' to evaluate current and future weather conditions to effectively operate Public Works facilities. Supplemental Agreement No. 1 shall begin September 30, 2010 and continue during the remaining contract term during the storm season (October 15 through April 15) including optional years if exercised. Services shall be for Six (6) months from October 15, 2010 to April 15, 2011. Forecasts shall be provided to Public Works' Storm Operations Directors.

Attachment A of Agreement PW13204 shall be supplemented with the following:

PRE-STORM DAILY FORECAST

The Pre-Storm Daily Forecasts shall be issued when rainfall is expected to equal or exceed 0.20 inches during a 4-day period. Consultant shall provide the forecasts to the Public Works' Storm Operations Directors daily by 7:00 am, Pacific Time, up to 4 days in advance of expected rainfall. The Pre-Storm Daily Forecast format shall be the same as the Daily Forecasts as specified in the Contract.

**SUPPLEMENTAL No. 1 to ATTACHMENT B - WEATHER FORECAST ITEMS AND COSTS FOR
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS**

North American Weather Consultants, Inc.

WEATHER FORECASTING COSTS: 2010-11 STORM SEASON (and optional years if exercised)

ITEM	SERVICE	UNIT	QUANTITY	PRICE	COST	DESCRIPTION
8	Pre-Storm Daily Forecasts (per month)	EA	6	\$1,416.66	\$8,500.00	Forecast to be issued when rainfall is expected to exceed 0.20-inches during a 4-day period. To be issued daily up to 4 days in advance of rainfall. Pre-Storm Daily Forecasts shall be issued by 7:00 am Pacific Time.
Total Cost					\$8,500.00	

NOTE:

- 1) All billing shall be done monthly. Periods from October 15-30, and April 1-15, shall be prorated accordingly.
- 2) The balance due to complete the total cost of Item 8 shall be paid on the final annual invoice.